

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

**TILE FINISHER
TILE SETTER**

IN

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA,
SUTTER, TEHAMA, YOLO, AND YUBA COUNTIES

162-X-1

**COLLECTIVE BARGAINING
AGREEMENT**

BY AND BETWEEN

**TILE SETTERS AND FINISHERS UNION
OF NORTHERN CALIFORNIA**

AND

**ASSOCIATED TILE CONTRACTORS
OF NORTHERN CALIFORNIA, INC.**

APRIL 1, 2001 - APRIL 1, 2004

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whatever protective clothing or equipment is required. In the event of a dispute as to what constitutes materials or other products which are dangerous or harmful to human health or safety or as to what protective clothing or equipment is required, the parties shall refer the matter to the Division of Industrial Safety, Department of Industrial Relations of the State of California, and shall be governed by its recommendations.

SECTION 2. Employer Equipment. The Employer shall furnish at the jobsite all necessary equipment not considered the personal tools of the trade of the employee, including power saws, mixing boxes, soaking tubs, mortar boards, straightedges and float strips. An employee who intentionally or as a result of gross negligence loses or damages Employer-supplied equipment shall be responsible to replace or pay for it.

SECTION 3. Tile Layers Tools. Tile Layers, Tile Layer Apprentices and Improvers shall provide and have available on the jobsite all hand tools that are necessary. If a Tile Layer, a Tile Layer Apprentice or a Tile Layer Improver reports to work without the required tools, the employee may be sent home without any obligation to pay show-up pay.

SECTION 4. Journeyperson Tile Finisher's Tools. The Journeyperson Tile Finisher and Tile Finisher Improver shall provide and have available on the jobsite the following tools:

- Measuring tape
- Staple gun
- Margin or pointing trowel
- Two 3-gallon buckets
- Grout trowel
- Tin snips
- Hammer

If a Journeyperson Tile Finisher or Tile Finisher Improver reports to work without the required tools, the employee may be sent home without an obligation to pay show-up pay.

SECTION 5. Apprentice Tile Finisher's Tools. Apprentice Tile Finishers will be expected to buy the tools necessary as they progress through their apprenticeship and to have all tools listed above by the time of certification as a Journeyperson Finisher. Tile Finisher Apprentices must provide the tools required to perform the job to which they are assigned, provided the Apprentice receives a prior notice regarding the job to be performed. If a Tile Finisher Apprentice reports to work without the tools required to perform the job to which the employee has been assigned, the employee may be sent home without any obligation to pay show-up pay.

SECTION 6. All employees are required to furnish safety work shoes, hard hat, rubber gloves and knee pads according to OSHA rules.

SECTION 7. Vehicles. No employee shall be required to furnish a truck or other vehicle to the Employer. The Employer shall supply adequate transportation facilities to employees

engaged in the patching and servicing of tile work. Employers may require the return of Employer-provided vehicles at any time at their sole discretion.

Employees who furnish vehicles to haul Employer materials (except for minor amounts less than 50 lbs.) Shall be compensated as follows:

0-25 miles	-\$15.00 per day;
26-50 miles	-\$20.00 per day.
51-80 miles	-\$25.00 per day
over 80 miles	-\$30.00 per day

ARTICLE VI

Apprenticeship

SECTION 1. In order to maintain and ensure an adequate number of qualified employees for employment in the industry, the parties shall set up, organize and maintain a Joint Apprentice Training Committee. The Committee shall conform to and comply with the Apprentice Labor Standards of the State of California and shall maintain training programs for apprentices and other persons employed or employable under this Agreement.

SECTION 2. The Joint Apprentice Training Committee ("J.A.T.C.") shall consist of two (2) employer members appointed by the Association, and two (2) members representing labor who shall be elected by the Union.

The Joint Apprentice Training Committee shall meet forthwith for the purpose of electing its officers and adopting rules of procedure.

SECTION 3. Individual Employers desiring to participate in the training of apprentices shall conform to the standards and work processes prepared and approved by the Joint Apprentice Training Committee.

SECTION 4. The Joint Apprentice Training Committee shall be empowered to conduct a training program for apprentices and for employees and applicants for employment other than apprentices, and, when its jurisdiction has been invoked as hereinafter provided, to determine the qualification for employment by appropriate examination and otherwise, and to classify or reclassify them as Journeymen, Apprentices or to certify them as being unqualified or unfit for employment upon any phase or phases of the work of the Tile, Marble or Terrazzo Layer or Finisher, and shall have all power and authority incidental thereto consistent with applicable law and any limitations imposed by this Agreement.

SECTION 5. Upon the written request of the Union or any Individual Employer party to this Agreement or of the Association, an employee or applicant for employment must submit to examination to be scheduled by the Joint Apprentice Training Committee. The Joint Apprentice Training Committee shall be empowered upon the basis of such examination to reclassify the employee or applicant for employment or to certify him as being unqualified for employment

SECTION 10. Recognized Holidays will be New Year's Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day after, and Christmas Day. If a holiday falls on a Sunday, the following Monday shall be observed as a legal holiday.

SECTION 11. Any employee ordered to report to work where no work is provided shall be paid two (2) hours pay, unless failure to provide such work is caused by inclement weather or failure of full crew to report for work or any reasonable cause beyond control of the Employer.

SECTION 12. The Contractors shall submit their payroll records to a certified public accountant when requested by the Joint Arbitration Board.

SECTION 13. When more than one (1) Journeyman is employed on a job, the Employer may designate a foreman who must be a Journeyman Tile Layer. If a foreman is so designated he shall receive, in addition to Journeyman's wages, the sum of \$3.00 per day. When six to eleven journeymen are employed on a job, foreman must be appointed and shall receive \$6.00 per day in addition to journeyman's wages. Where more than eleven journeymen are employed on the job, the foreman shall receive \$10.00 per day in addition to journeyman's wages.

SECTION 14. Where an employee traveling to or from his work for an Individual Employer incurs a bridge or any other kind of toll or fare, or is required to park his automobile in a public parking lot in a metropolitan area, he shall be reimbursed by the Individual Employer upon presentation of the receipt therefore with the employee's current time card. Any employee, when requested by his employer, shall provide a weekly time card before he receives his paycheck.

SECTION 15. The parties hereto agree to do all in their power to secure the adoption of minimum safety orders by the Division of Industrial Safety, Department of Industrial Relations of the State of California, applicable to the Tile trade.

SECTION 16. Wages. Effective April 1, 2001 wages and fringes for all unit employees will be as set forth in Appendix A. Effective April 1, 2002, the wage/fringe package for Journeyman Finishers will increase \$1.00 per hour, and for Journeyman Setters, \$1.70 per hour. Effective April 1, 2003, the wage/fringe package for Journeyman Finishers will increase \$1.00 per hour, and for Journeyman Setters, \$1.75 per hour. Apprentice rates will be adjusted proportionately, following consultation with the Joint Apprenticeship Committee. The increases will be allocated 100% to wages unless, following good faith negotiations by the parties, a portion is allocated to any of the trust funds mentioned herein, subject to ratification by the Union's members. Apprentices indentured after January 1, 2001 will receive the wage and fringe rates set forth in Appendix A.

ARTICLE X

Travel, Mileage and Subsistence

SECTION 1. For the purpose of determining travel allowances, travel time, mileage and subsistence, distance shall be measured as the most direct route from the Employer's principal

place of business to the job site, without regard to the distance actually traveled by the employee. Employers may have more than one principal place of business, provided that they are properly licensed by the Contractors State Licensing Board, and that each shop is a bona fide place of business which is permanent, used for both the transaction of business and the storage of materials, from which pay checks are issued and where day-to-day operations are carried out. Temporary offices or other places of business established at or near the job site after bid opening shall not be recognized as principal places of business for purposes of this Article.

SECTION 2. On all jobs 35 miles or less from the Employer's principal place of business, travel to and from jobsite, unless within the regular work day shall be on the employee's own time regardless of the actual distances traveled.

SECTION 3. For all jobs more than 35 miles from the Employer's principal place of business, employees shall be paid a fixed allowance regardless of the distance actually traveled by them: \$20.00 per day on all jobs more than 35 miles up to and including 50 miles; \$25.00 per day on all jobs more than 50 miles up to and including 65 miles; \$35.00 per day on all jobs more than 65 miles up to and including 80 miles from the Employer's principal place of business for each day or part of the day. This allowance shall be included and shown as such on the employee's regular paycheck.

SECTION 4. On all jobs more than 80 miles, from the Employer's principal place of business, each employee shall receive a subsistence allowance (unusual living expenses excepted) of not less than \$65.00 per day for each day or portion thereof actually worked at the jobsite with travel time both ways, once at the beginning and once at the end of the project.

ARTICLE XI

Health and Welfare

SECTION 1. Each Individual Employer covered by this Agreement shall contribute to the Tile Setters and Finishers Union of Northern California Health and Welfare Trust Fund the amount set forth in Appendix A.

SECTION 2. Each contributing Individual Employer agrees to be bound to the Tile Setters and Finishers Union of Northern California Health and Welfare Trust Agreement, as it may be amended from time-to-time. All payments required to be made to this Fund as set forth in Appendix A shall be made on or before the 10th day of the month following the month in which the work was performed, and shall be accompanied by such forms as required by the Trust Fund.